

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 54	
2. CONTRACT NO.		3. SOLICITATION NO. N00167-03-R-0048		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [ X ] NEGOTIATED (RFP)	5. DATE ISSUED 18 Jun 2003	6. REQUISITION/PURCHASE NO. 03LJ042	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK 9500 MACARTHUR BLVD. LINDA JENISTA-MARTIN, CODE 3321 WEST BETHESDA MD 20817-5700			CODE N00167	8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE	
			TEL: 301-227-5774			TEL:	
			FAX: 301-227-3476			FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Building 121, Room 200</u> until <u>14 00</u> local time <u>05 Aug 2003</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME LINDA JENISTA-MARTIN		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (301) 227-5774		C. E-MAIL ADDRESS JenistaML@nswccd.navy.mil	
11. TABLE OF CONTENTS							
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<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

## SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
0001		1	Lot	
	Contracted Advisory and Assistance Services (CAAS) for Engineering and Analytical Services in Support of Research, Development, Testing, and Evaluation Projects Dealing with Materials Technology for Navy Ships, Submarines, Aircraft and Weapon Systems			
			ESTIMATED COST	\$
			FIXED FEE	\$
			TOTAL EST COST PLUS FIXED FEE	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	
0002		1	Lot	NSP*
	Technical Data in accordance with the Contract Data Requirements List (CDRL) (DD Form 1423) and Associated Data Item Descriptions (DIDs) (DD Form 1664) attached hereto or to Task Orders issued under the contract.			
			Not Separately Priced (NSP)	NSP*

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	
0003		1	Lot	NTE**
	Support Costs consisting of travel and miscellaneous material costs are NON FEE BEARING. (Clause 52.222-20 Walsh Healy Public Contracts Act applies to CLIN 0003 only)			
			Not To Exceed (NTE)	\$ 2,000,000
			TOTAL ESTIMATED COST PLUS FIXED FEE	\$

\* NSP -Not Separately Priced (included in the cost of CLIN 0001)

\*\* NTE -Not to Exceed

Support Costs will be reimbursed at actual costs plus applicable indirects and are NON-FEE Bearing.

This contract does not incorporate any options.

Contract Type: This is an Indefinite Delivery/Indefinite Quantity, Cost Plus Fixed Fee (Completion) type contract which provides for the issuance of Delivery Orders during the period from date of award of the contract through five (5) years thereafter.

Minimum and Maximum Quantities: As referenced in the Indefinite Quantity clause (FAR 52.216-22) of this contract, the contract minimum quantity is a total of \$50,000 worth of orders; the maximum quantity is the total estimated cost plus fixed fee amount of the contract. The Maximum quantity is not to be exceeded without prior approval from the Contracting Officer.

The Government will provide GFE/GFM as may be required for performance of the services under this contract to the maximum extent possible. GFE/GFM shall be identified on each Task Order, if applicable.

In accordance with FAR 22.605(a)(5) AND Contract Clause 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996), as regards supplies and material under CLIN 0003, the contractor shall:

(1) ensure that any material hardware items, which cannot be obtained as GFE/GFM, are obtained from manufacturers or regular dealers of these items in accordance with FAR 22.602.

(2) obtain competition (items valued over \$2,500.00) whenever possible and shall report to the Contracting Officer the extent of competition sought, obtained and efforts to ensure future competition for materials/hardware.

Tax Identification #: \_\_\_\_\_  
Cage Code: \_\_\_\_\_  
DUNS #: \_\_\_\_\_

## SECTION C Descriptions and Specifications

### C.1 OBJECTIVE

Provide Navy oriented engineering and analytical services in support of a broad spectrum of research, development, testing, and evaluation projects dealing with materials technology, and other technologies and related disciplines used in the development of Navy ships, submarines, aircraft, and weapon systems.

### C.2 BACKGROUND

The Naval Surface Warfare Center, Carderock Division (NSWCCD) plans and conducts Research and Development (R&D) in science, technology, and engineering to meet Navy Mission Area Strategies; serves as the primary Navy materials R&D facility for development of materials technology and other technologies for ships, submarines, and surface craft; serves as Navy/DoD major reference for knowledge of materials application and technology; and provides direct support to the Fleet in solution of operating problems related to materials. The primary focus of R&D efforts are to develop and improve seaborne technologies to enhance the design, construction, and operation of Navy ships, craft, submarines, and underwater vehicles, and to reduce associated costs; and to meet the CNO goals for environmentally sound ships and Fleet support activities for the 21st century, which will be able to affordably comply with all current and anticipated state, federal, and international environmental regulations and enable unconstrained access to all navigable waters.

### C.3 SCOPE OF WORK

The Contractor shall provide services, materials, facilities, and personnel to perform Task Orders within the scope of this contract. The Contractor's efforts shall be restricted to providing information and formatting of government furnished information (GFI); and services in support of fiscal, planning, and technical management responsibility. Task Orders shall cover the programs described in the paragraph C.3.1, through tasks described in paragraphs C.3.2 through C.3.4 in support of the terms of the contract.

**C.3.1 Programs To Be Supported** The NSWC, Carderock Division programs to be supported are as follows:

- C.3.1.1 Surface Ship/Craft Technology
- C.3.1.2 Submarine Technology
- C.3.1.3 Navy/DoD platform/weapon/hardware development programs (e.g., DDG-51, CG-47, SSN-21, VIRGINIA, TOSA, CVNX, DDX, etc.)
- C.3.1.4 Structural/Machinery Materials Technology
- C.3.1.5 Generic/Functional Materials Technology
- C.3.1.6 Metals and Alloys
- C.3.1.7 Welding and Joining Technology

- C.3.1.8 Fracture Control Technology
- C.3.1.9 Composite and Nonmetallic Materials Technology
- C.3.1.10 Advanced Fabrication Technologies
- C.3.1.11 Advanced Propulsor Technology
- C.3.1.12 Fire Resistant Materials Technology
- C.3.1.13 Signature Control Technology
- C.3.1.14 Corrosion Control and Coatings Technology
- C.3.1.15 Environmental Protection/Quality Programs
- C.3.1.16 Shipboard Pollution Abatement Systems

C.3.2 Tasks for Review and Analysis of R&D Efforts in support of programs identified in paragraph C.3.1 to be performed are:

C.3.2.1 Prepare and submit recommendations for revision and update of planning documents in support of a program identified in paragraph C.3.1.

C.3.2.2 Provide input to technical/program plans for new and proposed projects for a program identified in paragraph C.3.1.

C.3.2.3 Provide required communication and summary information packages for program reviews and for the efficient transfer of new developments to advanced development or fleet activities. The packages shall be prepared in the format provided by NSWCCD, or based on information provided in the Contract Data Requirements List (CDRL's).

C.3.2.4 Prepare specialized technical assessments, program overview reports, and technical manuals for program areas listed in paragraph C.3.1.

C.3.2.5 Assist Navy representatives in the preparation of data packages required for the Defense Technology Area Plans (DTAP) and Technology Area Review and Assessments (TARA).

C.3.2.6 For a program identified in paragraph C.3.1, review technical progress of ongoing tasks and tasks proposed for future technology plans and assist in the preparation of the future plans.

C.3.2.7 Prepare draft presentation material and background handout information for a R&D program identified in paragraph C.3.1 review in the format provided by NSWCCD, or based on information provided in the Contract Data Requirements List (CDRL's).

C.3.3 Tasks for Expert Engineering, Scientific Consultation, and Technical Conference Support in support of programs identified in paragraph C. 3. 1 to be performed are:

C.3.3.1 Prepare draft Navy user manual for a shipboard auxiliary/propulsion system developed under a program identified in C.3.1. Manual shall be (1) based on GFI to be supplied by NSWCCD personnel, (2) in standard Navy format for user manuals, and (3) shall include all required text and drafting of figures.

C.3.3.2 Assist NSWCCD in determining the characteristics of waste discharge from ships in relation to the discharge requirements of various coastal states by: (1) researching the appropriate state regulations to determine the discharge limits and the analytical methods which are used to measure these concentrations; (2) incorporating updated information and data into a program plan and characterization report; and (3) evaluating advanced pollution abatement technology in relation to EPA water quality standards and assess the capability of advanced technology to meet these standards.

C.3.3.3 Develop and/or update and/or maintain a configuration tracking system that assists the Navy during the manufacture/fabrication of a ship/submarine system.

C.3.3.4 Analyze test data and provide analysis in support of a program identified in paragraph C.3.1 with Contractor recommendations, conclusions, etc., where the Contractor's expertise will enhance the quality of research.

C.3.3.5 Conduct the necessary regulation and technology projection and scientific analysis for oily wastewater, nonoily wastewater, ballast water, and other waste streams to insure that solutions developed by the Navy are congruent with current and future industrial capabilities and projected regulatory requirements.

C.3.3.6 Review and edit NSWCCD research and development (technical) reports and papers supporting a program identified in paragraph C.3.1 and make appropriate critical comments and recommendations.

C.3.3.7 Review available technologies and/or systems that could enhance the performance and/or survivability or reduce the cost of Navy ships/submarines. Recommend those technologies or systems that are most likely to be of benefit to the Navy.

C.3.3.8 Evaluate/compare available materials (e.g., metals, ceramics, composites, and coatings) and machinery and structural fabrication methods and recommend candidate materials for naval ship applications in support of programs identified in paragraph C.3.1.

C.3.3.9 Prepare and/or review fire criteria and requirements for lightweight composite structures aboard ships.

C.3.3.10 Review draft Specification(s) in support of a program identified in paragraphs C.3.1 and provide change recommendations. Specifications shall be based on inputs to be provided by NSWCCD personnel.

C.3.3.11 Based on technical information supplied by NSWCCD and literature research, prepare a draft of the history of a specific R&D technology development for a program identified in paragraph C.3.1.

C.3.3.12 Assess benefits and disadvantages of advanced technologies, materials, and processes and support processes for insertion of those technologies that could improve the service environment on Navy ships/submarines. Provide expert technical consultation to evaluate materials and/or

processes used, planned, or being considered for use aboard or in the fabrication of Navy ships/submarines. Assist in determining the cause of defects detected during the fabrication of Navy vehicles, or while these vehicles are in service.

C.3.3.13 Assist NSWCCD personnel in an effort to control and manage hazardous materials and hazardous waste sources. Data to be collected shall be: the Standard PMS Identification Number; a noun description; military or Federal specification; unit of issue; the CAGE designation for each manufacturer supplying a product purchased with the National Stock Number; individual compositions including percentages of ingredients; CAS number and RTECS reference number for each ingredient; the SARA Title III reference, if applicable; and the corresponding Material Safety Data Sheet code numbers.

C.3.3.14 Provide planning and logistics support including facilities arrangements; program development; handout materials development and preparation; announcement mailings; on-site registration support; Minutes recording; and preparation and distribution of a proceedings document for a workshop or conference to be held in support of a program identified in paragraph C.3.1.

C.3.4 Tasks for Program Planning, Management, Administration, and Reporting Assistance (e.g., development, provision, and maintenance methodologies and techniques to assist Navy personnel in program planning, management, administration, and reporting) in support of programs identified in paragraph C.3.1 to be performed are:

C.3.4.1 Prepare a draft for NSWCCD review of the Navy Tech Base (S&T) Technology Plan based on input/data provided by NSWCCD in support of a program identified in paragraph C.3.1. This shall be an approximately 250-page document which summarizes past development efforts and recommends future R&D efforts. The Technology Plan is to include executive summary, problem statements, background, management plan, objectives, status, accomplishments, plans, and milestones in the format prescribed by current Navy instructions and IAW the terms of the contract.

C.3.4.2 Develop roadmaps and thrust data packages for a program identified in paragraph C.3.1 which are required for a Navy projects/strategic planning. Roadmaps and thrust data packages shall (1) be based on GFI to be supplied by NSWCCD personnel, (2) be in a format provided by NSWCCD, and (3) include all required text and drafting of figures.

C.3.4.3 Develop and provide statistical analysis, financial analysis, and reporting methods in support of a program identified in paragraph C.3.1 for routine (i.e., annual, triennial, etc.) reports and reviews.

C.3.4.4 Develop, provide, and maintain project information on milestones, schedule, technical status, objective, background, planned transition to the Fleet, payoff to the Navy, related R&D, and reports/conferences/patents to support the management of technical R&D projects for a program identified in paragraph C.3.1.

#### C.4 TECHNICAL DATA REQUIREMENTS IN SUPPORT OF PARAGRAPH C.3.1.

Technical Data Requirements will be specified in each Task Order. The type of data to be generated will include: technical reports, assessments, analyses, manuals, historical summaries, program overviews, presentation materials/handouts, and brochures/pamphlets; draft specifications, technology plans, and thrust data packages; and documentation of requirements, analysis studies, production/work support activities evaluations, and documentation.

In addition to the specific Technical Data Requirements for each Task order, the following reports will be required:

C.4.1 Bimonthly Progress Reports (Task Orders) / (CDRL #A001). The Contractor shall provide two (2) copies of an informal, letter-type progress report bimonthly for each active Task Order. These reports shall briefly describe the work performed during each reporting period, together with the results thereof, and the current technical status of the Task Order. These reports shall be submitted at the same time as the bimonthly management reports.

C.4.2 Bimonthly Management Reports (Contract) / (CDRL #A002). The Contractor shall provide two (2) copies of bimonthly management/financial status reports for activities conducted under this contract. These reports shall indicate the services provided and the costs accrued by the Contractor for each two month period and cumulatively. These bimonthly reports shall be submitted following the even numbered months of the year (i.e., following February, April, June, etc.). A final summary report is due at completion of the contract.

C.4.3 Final Report (Task Orders) / (CDRL #A003). The Contractor shall furnish three (3) copies of a final report upon completion of each Task Order. This report shall cover, in complete and comprehensive detail, all of the work accomplished during the performance of the individual Task Order, and shall contain the information to be specified by the Ordering Officer upon initiation of each Task Order.

Note: The Contractor shall be responsible for the acquisition of all data essential to satisfactory performance hereunder. NSWCCD will furnish the Contractor, upon request, any available relevant data germane to each Task Order.

#### C.5 TECHNICAL CONFERENCES

Contractor personnel shall be available for information meetings with technical personnel at the NSWCCD to discuss the direction, progress, and/or problems which occur during each Task Order issued.

#### C.6 SUPPORT MATERIALS AND SERVICES

The support materials and services to be furnished under this contract shall be only those kinds and quantities of materials and services specified in specific Task Orders issued. Individual items to be purchased for a value in excess of \$1,000 must be approved by the government by Contractor inclusion in Task Order estimates or by separate letter request, if purchase is deemed necessary after Task Order initiation. The support shall include, but not be limited to, the following:

##### C.6.1 Travel

##### C.6.2 Materials

C.6.2.1 Printing and Printing Materials

C.6.2.2 Specified Printed Materials

C.6.2.3 Specified Graphics Services and Products



#### C.6.2.4 Meeting/Conference Materials and Equipment

### C.7 SECURITY REQUIREMENTS

During the performance of this contract, the Contractor shall be required to have access to, and may be required to receive, generate, and store, information classified to the level of SECRET. Therefore, Contractor facilities used in support of this contract must be granted SECRET facility clearances and have the capability to store material classified up to and including SECRET. In addition, Contractor key personnel must possess SECRET personnel security clearances granted by the Defense Industrial Security Clearance Office (DISCO), Columbus, Ohio.

#### SECTION D Packaging and Marking

All deliverables shall be marked on the outside with the name and address of the Naval Surface Warfare Center, Carderock Division. The Technical Representative shall be identified as specified in each task order, along with the contract number, a description of the contents of the package, and any other further markings that may be required by other provisions of this contract or on individual task orders. An item shall be packaged and shipped in accordance with the contractor's standard commercial practice.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

## SECTION F Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-8 TIME OF DELIVERY (JUN 1997)

The Government requires delivery to be made according to the following schedule:

The ordering period under this contract will be for a period of five (5) years after the effective date of the contract award in accordance with FAR Clause 52.216-18 entitled "Ordering " (Oct 1995). Specific delivery requirements shall be indicated in Task Orders when they are issued and the contractor may not be required to make deliveries under this contract after 90 days after the end of the contract ordering period in accordance with 52.216-22 entitled "Indefinite Quantity" (Oct 1995).

(End of Clause)

## SECTION G Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

**5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the contract auditor\* at the following address:

\_\_\_\_\_ (to be determined at contract award) \_\_\_\_\_

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to \_\_\_\_\_ (to be determined at contract award) \_\_\_\_\_.

Following verification, the contract auditor\* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 10 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

- \_\_\_\_\_ is required with each invoice submittal.  
 \_\_\_\_\_ is required only with the final invoice.  
 \_\_\_\_\_ is not required.

(f) A Certificate of Performance

- \_\_\_\_\_ shall be provided with each invoice submittal.  
  X   is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

\* In contracts with the Canadian Commercial Corporation, substitute "Administrative Contracting Officer" for "contract auditor".

\*\* Check appropriate requirements.

(End of clause)

## SECTION H Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## CAR-H01 PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (APR 2001) (NSWCCD)

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. Each order will describe the scope of work by stating a definite goal or target and specifying an end product that normally will take the form of a final report. This completion form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be subject to an equitable adjustment as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) The cost-plus-fixed-fee completion form necessarily involves uncertainties in the performance of each order, and alterations or variations made by the Contractor during performance of the order normally are not subject to an equitable adjustment in fee. Examples of such alterations or variations include a shift in emphasis among work areas or tasks, filling in details to complete the general description of work, or refinements in approaches or proposed solutions. Consequently, the Contractor will be entitled to an equitable adjustment in the fixed fee only when the Contracting Officer changes the work to be performed under an order by issuing a written order pursuant to the Changes-Cost Reimbursement clause of this contract.

(d) In addition, this contract does not allow for the application of fee on Support Cost items. Therefore, ceilings established for Support Costs shall be identified as "not-to-exceed" items and should be tracked separately. Should the estimated costs associated with the labor portion (i.e., not identified as Support Cost items) of any order be reduced, the fee shall be reduced accordingly even if there is no overall reduction in the total estimated cost of the order.

## CAR-H04 PAST PERFORMANCE ASSESSMENT (SERVICES, INFORMATION TECHNOLOGY OR OPERATIONS SUPPORT) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.cpars.navy.mil>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-

day period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements:

(1) *Quality of Product or Service*: Compliance with contract requirements, contract specifications and to standards of good workmanship.

(2) *Schedule*: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) *Cost Control (Not required for FFP or FFP/EPA)*: The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) *Business Relations*: The integration and coordination of all activity needed to execute the contract, specifically;

(A) Timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals;

(B) The contractor's history of reasonable and cooperative behavior;

(C) Customer satisfaction;

(D) Timely award and management of subcontracts;

(E) Success in meeting or exceeding small/small disadvantaged and women-owned business participation goals.

(5) *Management of Key Personnel (Not Applicable to Operations Support)*: The contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

(6) *Other Areas (If applicable)*:

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.



## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000

52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items and Commercial Components	APR 2003
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	JAN 1986
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7013	Duty-Free Entry	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic	SEP 2001

	Enterprises-DoD Contracts	
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of contract award** through **five (5) years thereafter**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

##### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$5,000** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order in excess of **\$300,000**;

(2) A series of orders from the same ordering office within 60 days that together exceed \$500,000

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days after the end of the ordering period.

(End of clause)

#### 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed Zero or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

#### 52.227-11 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997)

(a) Definitions.

(1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

(2) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(3) "Nonprofit organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(4) "Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(5) "Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) "Subject invention" means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention

throughout the world.

(c) Invention disclosure, election of title, and filing of patent application by Contractor. (1) The Contractor will disclose each subject invention to the Federal agency within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within 2 years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor will file its initial patent application on a subject invention to which it elects to retain title within 1 year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure election, and filing under subparagraphs (c)(1), (2), and (3) of this clause may, at the discretion of the agency, be granted.

(d) Conditions when the Government may obtain title. The Contractor will convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided, that the agency may only request title within 60 days after learning of the failure of the Contractor to disclose or elect within the specified times.

(2) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.

(3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor and protection of the Contractor right to file. (1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent

necessary to achieve expeditious practical application of subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and agency regulations, if any, concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in the invention."

(g) Subcontracts. (1) The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor will include in all other subcontracts, regardless of tier, for experimental, developmental, or research work the patent rights clause required by Subpart 27.3.

(3) In the case of subcontracts, at any tier, the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.



(h) Reporting on utilization of subject inventions. The Contractor agrees to submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that, with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it agrees that--

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided, that such assignee will be subject to the same provisions as the Contractor;

(2) The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if

the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractor's licensing program and decisions regarding small business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(4).

(l) Communications. **Mr. John Forrest**  
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**Carderock Division, Code 39**  
**9500 MacArthur Boulevard**  
**West Bethesda MD 20817**

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://www.arnet.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DFARS** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### CAR-I01 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JUN 1996) (NSWCCD)

(a) The COR for this contract is: **(To be filled in at contract award)**

Name: [ \* ]  
Mailing Address: [ \* ]  
Code: [ \* ]  
Telephone No.: [ \* ]

\* Insert appropriate information

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery/task order).

(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

#### CAR-I03 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 1996) (NSWCCD)

This provision provides examples of certain organizational conflicts of interest which are prescribed by Federal Acquisition Regulation Subpart 9.5. The two (2) underlying principles which this provision seeks to avoid are preventing the existence of conflicting roles that might bias a contractor's judgement and preventing unfair competitive advantage. The following subsections prescribe certain limitations on contracting as the means of avoiding, neutralizing or mitigating organizational conflicts of interest.

(a) If, under this contract, the contractor will provide systems engineering and technical direction for a system, but does not have overall contractual responsibility for its development, integration, assembly, checkout or production, the contractor shall not be awarded a subsequent contract to supply the system or any of its major components, or to act as consultant to a supplier of any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and technical direction. The term of this prohibition shall endure for the entire period of this contract and for two (2) years thereafter.

(b) If, under this contract, the contractor will prepare and furnish complete specifications covering nondevelopmental items, to be used in a competitive acquisition, the contractor shall not be permitted to furnish these items, either as a prime or subcontractor. The term of this prohibition shall endure for the entire period of this contract performance and for either two (2) years thereafter or the duration of the initial production contract whichever is longer. This rule shall not apply to contractors who furnish specifications or data at Government request or to situations in which contractors act as Industry representatives to help Government agencies prepare, refine or coordinate specifications, provided this assistance is supervised and controlled by Government representatives.

(c) If, under this contract, the contractor will prepare or assist in preparing a work statement to be used in competitively acquiring a system or services, the contractor shall not supply the system, its major components, or the service unless the contractor is the sole source, the contractor has participated in the development and design work, or more than one contractor has been involved in preparing the work statement. The term of this prohibition shall endure for the entire period of this contract performance and for two years thereafter.

(d) If, under this contract, the contractor will provide technical evaluation of products or advisory and assistance services, the contractor shall not provide such services if the services relate to the contractor's own or a competitor's products or services unless proper safeguards are established to ensure objectivity.

(e) If, under this contract, the contractor gains access to proprietary or source selection information of other companies in performing advisory assistance services for the Government, the contractor agrees to protect this information from unauthorized use or disclosure and to refrain from using the information for any purpose other than that for which it was furnished. A separate agreement shall be entered into between the contractor and the company whose proprietary information is the subject of this restriction. A copy of this agreement shall be provided to the Contracting Officer.

#### CAR-I04 ISSUANCE OF ORDERS BASED SOLELY ON GOVERNMENT ESTIMATE (MAY 1998) (NSWCCD)

(a) When the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Contracting Officer/Ordering Officer may issue an order based solely on

the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order under which the requirement to provide supplies or services is subject to either the clause FAR 52.232-20, "Limitation of Cost" or FAR 52.232-22, "Limitation of Funds" applicable to the particular order involved.

(b) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Contracting Officer/Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order. If the contractor provides written acceptance of the order as issued, it shall be considered negotiated and no bilateral modification shall be required.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Contracting Officer/Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order within 60 days after submission of the contractor's proposal.

(d) Should the Government and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer/Ordering Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

#### CAR-I05 ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (MAY 1998) (NSWCCD)

(a) In general, orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the Contracting Officer/Ordering Officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the Contracting Officer/Ordering Officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the Contracting Officer/Ordering Officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the Contracting Officer/Ordering Officer and the contractor, and the Contracting Officer/Ordering Officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order and processed in accordance with the clause entitled "Issuance of Orders Based Solely on Government Estimate" which appears elsewhere in this Section I.

#### CAR-I06 WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS) (JUN 1996)(NSWCCD)

Written orders (on DD Form 1155) will contain the following information consistent with the terms of the contract:

- (a) Date of order
- (b) Contract number and order number.
- (c) Item number and description, quantity ordered, unit price and contract price.
- (d) Delivery or performance date.
- (e) Place of delivery or performing (including consignee).
- (f) Packaging, packing, and shipping instructions if any required.
- (g) Accounting and appropriation data.
- (h) Inspection invoicing and payment provisions to the extent not covered in the contract; and any other pertinent information.

#### CAR-I07 LIMITATION OF LIABILITY/INCREMENTAL FUNDING (JUN 1996) (NSWCCD)

(a) This contract is incrementally funded and the amount currently available for payment hereunder is limited to [ \* ] inclusive of fee. It is estimated that these funds will cover the cost of performance through [ \*\* ]. Subject to the provisions of the clause FAR 52.232-22, "Limitation of Funds (Apr 1984)" in Section I of this contract, no legal liability on the part of the Government for payment in excess of [ \* ] shall arise unless additional funds are made available and are incorporated as a modification to this contract. **(This information to be specified in individual Task Orders when they are issued.)**

\* enter the amount which is currently available for payment

\*\* enter the date through which funds are estimated to cover

(b) If an individual delivery/task order is to be incrementally funded, the provision will be applicable to such delivery/task order and will be completed with the appropriate amounts and date.

#### CAR-I08 SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

(a) The contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L of the solicitation to fill the requirements of the contract. No substitutions or additions of personnel shall be made except in accordance with this provision.

**(Listing of individuals (Key personnel) to be provided at time of award)**

(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

#### CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Ms. Elaine D. Weschler, Code 3321  
Naval Surface Warfare Center, Carderock Division  
9500 MacArthur Boulevard  
West Bethesda MD 20817  
(301) 227-5774

CAR-I12 GOVERNMENT FURNISHED PROPERTY FOR INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)

(a) The Government will furnish the following property to the contractor for use in performance of this contract in accordance with the following schedule:

PROPERTY	QUANTITY	DATE
[ * ]	[ * ]	[ * ]

\* to be specified in each individual delivery/task order at time of issuance.

(b) The property will be delivered at Government's expense at or near [ \*\* ]

\*\* The contractor is to insert the address, city or town and state in which plant is located; and if rail transportation is specified in paragraph (a) above, the exact received, as well as the name of the railroad(s).

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within thirty (30) days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the contractor shall notify the Contracting Officer, in writing, thereof.

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section I of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this contract.

(d) Nothing in the paragraph (c) of this clause shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

SECTION J List of Documents, Exhibits and Other Attachments

SECTION J - List of Documents, Exhibits and Other Attachments

Exhibit A - Contract Data Requirements List (CDRL (DD Form 1423) (5 pages)

Attachment 1 - Data Item Descriptions (DIDs) (14 pages)

Attachment 2 - Contract Security Classification Specification (DD 254) (2 pages)

Attachment 3 - Past Performance Questionnaire (4 pages)

Attachment 4 - Disclosure of Lobbying Activities (SF LLL) (3 pages)



## SECTION K Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7003	Report of Intended Performance Outside the United States	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City, State,  
County, Zip Code)**

**Name and Address of Owner and Operator of the  
Plant or Facility if Other Than Offeror or  
Respondent**

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$15.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

( ) Black American.

( ) Hispanic American.

( ) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

( ) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

( ) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

( ) Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

## 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

## 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

## 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

## 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

#### CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact \_\_\_\_\_

Phone Number for Point of Contact \_\_\_\_\_

E-mail Address for Receipt of Electronic Distribution \_\_\_\_\_

## SECTION L Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.211-14	Notice Of Priority Rating For National Defense Use	SEP 1990
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.215-16	Facilities Capital Cost of Money	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity (IDIQ) CPFF Completion contract resulting from this solicitation.

(End of clause)

## 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Ms. Elaine D. Weschler  
Contracting Officer, Code 3321  
Naval Surface Warfare Center, Carderock Division  
9500 MacArthur Boulevard  
West Bethesda MD 20817

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>

## 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any **DFARS** (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

## CAR-L02 SINGLE AWARD FOR ALL ITEMS (JUN 1996) (NSWCCD)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

## CAR-L07 SELECTED COST DATA FOR INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)

To assist the Government in determining cost reasonableness/realism for this effort, it is required that you provide enough detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

(a) **DIRECT LABOR** - Identify the various labor categories intended for use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. (See subcontracting labor below).

(b) **FRINGE BENEFITS** - If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.

(c) **OVERHEAD** - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied.

(d) **SUBCONTRACTING LABOR** - Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract.

(e) **OTHER** - (1) Direct Cost - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, e.g., royalties, Facilities Capital Cost of Money, special tooling, travel, computer usage, etc. Include the basis for the proposed amount. (2) Indirect cost - Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied.

(f) **GENERAL & ADMINISTRATIVE EXPENSE** - Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.

(g) **FEE** - Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.



**CAR L11 - AGENCY SPECIFIC PROVISION - PROPOSAL PREPARATION REQUIREMENTS**  
**(AUG 99)**

**Mandatory Requirements**

**Security Requirements**

Performance of the work requires access to SECRET information and a secure facility for storage of SECRET information. Therefore, the offeror must have personnel cleared to the SECRET level and must have been granted a SECRET facility clearance and have the capability to store material classified up to and including SECRET.

If an offeror does not have personnel with SECRET clearances and a SECRET facility clearance or cannot demonstrate the ability to obtain a SECRET clearance with its proposal, that offeror may be determined unacceptable and may not be further evaluated. Accordingly, the existence of clearances should be discussed in the cover letter to the proposal.

**Proximity to NSWCCD**

Performance of work requires frequent interchange with NSWCCD technical personnel for the purpose of transmitting and discussing classified technical information. Therefore, the offeror shall have a facility, cleared to the Secret level, within 50 miles or 60 minutes from NSWCCD, Bethesda, MD. Offerors who cannot meet this requirement may be determined unacceptable and may not be further evaluated. Accordingly this issue should also be discussed in the cover letter to the proposal.

Offerors who meet the above stated mandatory requirements will then be evaluated on the basis of the following requirements.

**Proposal Requirements (NSWCCD)**

**CONTENT AND FORMAT**

**1. Proposals shall consist of the following:**

a. **Volume I** - Offerors shall include the completed and signed Standard Form 33 (Solicitation, Offer and Award), the completed and signed Representations, Certifications, and other statements of Offerors (SECTION K of this solicitation), and any other clauses requiring completion by the offeror. Offeror shall provide an **original and one (1) copy**. The offeror shall include its Tax Identification Number and CAGE Code in the proposal. To be considered for award, the contracting officer must ensure the contractor has been determined to be responsible in accordance with Subpart 9.1 of the Federal Acquisition Regulation. To assist in this determination, the offeror shall include the following information in Volume I of its proposal:

- Phone number and address of Administrative Contracting Officer (ACO) and Defense Contract Audit Agency (DCAA).
- A description of the accounting system and controls employed by the offeror.
- A list of current commercial and Government business commitments.

b. **Volume II** - Technical/Management proposal as described more fully below, in an **original and five (5) copies**. The technical/management proposal shall be severable and SHALL NOT CONTAIN ANY PRICING INFORMATION.

c. **Volume III** - Cost Proposal, in an **original and five (5) copies**, consisting of the selected cost data required by the provision SELECTED COST DATA (CDNSWC) (NOV 1992) and then completing SECTION B of this RFP. It is important to read SELECTED COST DATA (CDNSWC) (NOV 1992) in SECTION L herein for the information required in preparing the cost proposal.

d. It is the Government's intention to make a direct award. The proposal will be a self-sustaining document that represents the offeror's best efforts from a technical/cost position.

**2. Length:** The sections shall be as brief as possible, consistent with complete submission. Pages should not exceed 8 1/2 inches in width and 11 inches in length. However, foldout pages depicting such items as sketches, etc., may be used. It is requested that a maximum of 75 pages (double spaced, printed on **one side only**) be submitted for the technical/management proposal. The 75 page limitation does not include attachments or resumes.

**3. Differences between proposed format and RFP:** Offerors shall provide an explanation, in a clearly relatable format such as a matrix, of any differences between the manner in which the proposal was requested and the manner in which it is actually submitted.

**4. A cover letter** shall be used by the offeror to transmit the proposal and is considered part of the proposal. It shall address the offeror's facility and personnel security levels and the proximity of the offeror's facilities to NSWCCD, Bethesda MD. This cover letter shall also be used to transmit any information that the offeror wants to have brought to the Contracting Officer's attention. The technical proposal shall contain sufficient information to enable Government technical personnel to make a thorough evaluation and arrive at a sound determination regarding the required sections.

**5. Technical/Management Proposal:** The technical/management section shall contain information in the following areas, as applicable. The narrative discussions in the proposal shall be related to the applicable part of SECTION C by placing the appropriate number at the beginning of the text. The technical proposal shall contain sufficient information to enable Government technical personnel to make a thorough evaluation and arrive at a sound determination regarding the following sections:

- I. Technical Understanding/Approach to Statement of Work (SOW) and Sample Tasks
- II. Personnel
- III. Corporate Experience
- IV. Past Performance
- V. Facilities and Equipment
- VI. Management Approach

#### **I. Technical Understanding/Approach to SOW and Sample Tasks**

(a) The offeror should demonstrate a clear understanding of the scope of work described in Section C and its ability to meet the requirements of task orders within the scope of work.

(b) The offeror should set forth its technical approach (including feasibility and soundness of approach) to the sample tasks set forth below. The sample tasks provided are representative of the detailed statements of work to be issued as task orders. For each sample task, the offeror should provide:

- A detailed description of the technical approach including a detailed step-by-step procedure and methodology to be used in accomplishing each task,
- A description of the possible areas to be investigated in researching the task,
- Manhours by labor category, but not cost.
- A product outline describing what the expected deliverable(s) and/or result(s) of each task would be; and
- Identification of additional information that would be required to perform each task, including the need for materials and subcontracting support.

(The offeror should not propose studies in response to the sample tasks, but rather a detailed technical report addressing methodologies and/or recommendations that meet task requirements.)

### **Sample Task #1**

1. Subject: Advanced System Fabrication for Submarines
2. Background: The NAVSEA Manufacturing Office is responsible for the management of the construction phase of advanced systems for new submarine classes. During the fabrication process, numerous specification modifications are made to solve problems that arise, and these modifications must be properly documented and shared with the various organizations involved in the fabrication process.
3. Scope: You have been tasked to develop a system that will record and communicate specification modifications during the process of fabricating advanced submarine systems.
4. Deliverables/Timeframe:
  - i. Tracking system for documenting and communicating system specification modifications – 8 months
  - ii. Support tracking system users and provide system modifications – 12 months (after start of task)

### **Sample Task #2**

1. Subject: Analysis of Alternatives for HM&E Systems for Navy Ships
2. Background: The Naval Surface Warfare Center, Carderock Division is responsible for identifying the best methods and technologies to develop new and legacy HM&E systems for Navy ships. It is necessary to conduct technology projections, cost analyses, feasibility studies, and technology capability analyses to evaluate the performance and impact of various methods and systems to determine those that would be best for use on Navy ships.
3. Scope: You have been tasked to analyze alternative technologies and methods, e.g., to control the introduction of nonindigenous aquatic species into US waters through the ballast water of Navy ships. Identify current and future technologies, assess their treatment capabilities, and determine the feasibility of using the technologies aboard ship to determine the best technologies to control unwanted ballast water organisms on Navy ships.
4. Deliverables/Timeframe:
  - i. Draft report of alternative technologies – 5 months

ii. Final report of alternative technologies – 6 months (after start of the task).

**II. Personnel** – The Naval Surface Warfare Center, Carderock Division (NSWCCD) anticipates award of an Indefinite Delivery/Indefinite Quantity, Cost Plus Fixed Fee (Completion Type) contract for a period of 5 years as a result of this solicitation. This form of contract allows the issuance of Task Orders on a completion basis. Completion form Task Orders require the contractor to complete and deliver a specified end product (such as hardware or a comprehensive final report) as a condition of payment of the entire fixed fee and within the originally estimated cost, if possible. The Government may increase the estimated cost and direct the contractor to incur costs above the original estimated cost estimate without an increase in fee.

However, during the solicitation and evaluation process, prior to award, the Government must have an equal basis on which to evaluate proposals. To this end, when preparing and submitting proposals in response to this solicitation, offerors shall use the following labor categories and hours for proposal purposes.

The categories and hours listed below will not be included as part of the contract award document. However, Key Personnel proposed and accepted will be part of the award as specified in the Section I provision "Substitution or Addition of Key Personnel".

Labor Category	Estimated Regular Hours*				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Project Manager	3,700	3,700	3,700	3,700	3,700
Principal Engineer/Scientist	3,700	3,700	3,700	3,700	3,700
Sr Engineer/Scientist	3,700	3,700	3,700	3,700	3,700
Senior Analyst	1,850	1,850	1,850	1,850	1,850
Jr Engineer/Analyst	1,850	1,850	1,850	1,850	1,850
Editor/Writer	1,850	1,850	1,850	1,850	1,850
Technical Aide	<u>1,850</u>	<u>1,850</u>	<u>1,850</u>	<u>1,850</u>	<u>1,850</u>
TOTAL LABOR HOURS PER YEAR	18,500	18,500	18,500	18,500	18,500

\* For proposal purposes, offerors should assume that approximately 25% of the hours each year for the SeniorAnalyst and Editor/Writer categories will be performed at NSWCCD. Therefore offerors whose accounting systems employ a different indirect rate for work performed at other than their own facility should propose accordingly for the hours anticipated to be performed at NSWCCD.

Accordingly, the cost proposal should be based on the following for each year:

Category	<u>Anticipated Place of Performance</u>		Total/Year
	Contractor's Facility	NSWCCD	
Project Manager	3,700	0	3,700
Principal Engineer/Scientist	3,700	0	3,700
Sr Engineer/Scientist	3,700	0	3,700
Senior Analyst	1,390	460	1,850
Jr Engineer/Analyst	1,850	0	1,850
Editor/Writer	1,390	460	1,850
Technical Aide	<u>1,850</u>	<u>0</u>	<u>1,850</u>
TOTAL LABOR HOURS PER YEAR	17,580	920	18,500

In this subsection of the proposal, the offeror shall provide a resume of "key" personnel that the offeror intends to make available for the contract. List all personnel proposed for assignment as Key Personnel, together with the number of hours to be worked and the corporate entity they represent. Provide the number of personnel specified below. The hours must equal the hours shown above for each category. Substitution of key personnel is subject to the Clause entitled "SUBSTITUTION OR ADDITION OF PERSONNEL" in SECTION I. All personnel shall meet the qualifications specified in this section.

Personnel: Submit at least the number of personnel resumes indicated for each labor category:

<u>Personnel Categories</u>	<u>Number of Resumes</u>
Project Manager - Key	2
Principal Engineer - Key	2
Senior Engineer/Scientist - Key	2
Senior Analyst - Key	1
Junior Engineer - Key	1
Editor/Writer - Key	1
Technical Aide – Non-Key	0

Each resume must indicate clearly whether it is for a current employee of the offeror or a proposed new hire. If a proposed new hire, evidence of the employment commitment must be furnished.

Offerors are reminded that ALL personnel proposed should meet the educational and experience elements specified in this solicitation under the category for which they are offered.

Offerors, are reminded that **all personnel (key and non-key) must possess**, or show the ability to obtain prior to award, **a SECRET security clearance** granted by the Defense Industrial Security Clearance Office (DISCO) Columbus, Ohio.

KEY PERSONNEL (Desired Personnel Qualifications) - Labor Categories and Descriptions of Qualifications.

All levels of scientific personnel listed below may be in one or more of the following disciplines: materials, mechanical, marine, electrical/electronic engineering; system analysis; computer science; chemistry; physics; or mathematics.

Project Manager (Two resumes)

*Specific Experience:* Should have twenty-five years (25) years experience as a professional engineer or scientist involved in activities related to the program areas listed in the scope of work; at least ten (10) years experience as a manager/director of professional engineers/ scientists involved in activities related to the program areas listed in the Scope of Work.

*Additional Requirements:* Should have demonstrated familiarity with military operations research procedures and practices. Must have expertise in computer science, materials technology, and the editing and preparation of Navy technical management documents as evidenced by experience described in resume.

*Education:* Should have M.S. degree in engineering or science. Doctorate in engineering or science can be substituted for six (6) years of specific experience.

Principal Engineer/Scientist (Two resumes)

*Specific Experience:* Should have sixteen years (16) years experience as a professional engineer or a research engineer or scientist; must have made significant contributions in a technology field related to the program areas listed in the scope of work, and must have been responsible for complete technical projects or programs involving engineering research, development, and testing.

*Additional Requirements:* Should have demonstrated familiarity with military operations research procedures and practices, particularly as applied to technology assessment or studies related to the program areas listed in the scope of work. Must have expertise in computer science, materials technology, and the editing and preparation of Navy technical management documents as evidenced by experience described in resume.

*Education:* Should have B.S. degree in engineering or science. Doctorate in engineering or science can be substituted for six (6) years of specific experience and a Master's degree in engineering or science can be substituted for two (2) years of specific experience.

Senior Engineer/Scientist (Two resumes)

*Specific Experience:* Should have twelve (12) years experience involving responsibility for complete engineering/science projects and with progressively responsible experience in research, development, and testing.

*Additional Requirements:* Should be thoroughly familiar with military operations research procedures and practices, particularly as applied to trade-off analyses, mathematical modeling and materials studies. Should be familiar with high-speed data handling equipment and maintenance of data banks. Must be experienced in the preparation of Navy technical/ management documents.

*Education:* Should have a Bachelor's degree in a major field of engineering or science or be recognized expert with a total of sixteen (16) years experience in an applicable area of technology. Doctorate in engineering or science can be substituted for six (6) years experience and a Master's degree in engineering or science can be substituted for two (2) years of specific experience.

Senior Analyst (One Resume)

*Specific Experience:* Should have ten (10) years of professional experience in Navy oriented engineering and analytical services in support of R&D and engineering projects.

*Education:* Should have a Bachelor's degree in engineering or science or a total of fourteen (14) years of professional experience. Doctorate degree in engineering or science can be substituted for six (6) years of specific experience and a Master's degree in engineering or science can be substituted for two (2) years of specific experience.

Editor/Writer (One resume)

*Specific Experience:* Should have a minimum of twelve (12) years experience in preparing technical reports, technical documents, technical abstracts, and technical materials for presentation to the Navy R&D and Engineering community. As a minimum, the individual should be experienced in Microsoft Project, Access, Word, Excel, and Powerpoint.

*Education:* Should have a high school diploma with formal advanced training in technical or business courses. An Associate's degree or a Certificate from an accredited college or technical school may be substituted for two (2) years of specific experience; a Bachelor's degree may be substituted for four (4) years experience; and a Master's degree may be substituted for six (6) years of experience.

Junior Engineer/Analyst (One resume)

*Specific Experience:* Should have two (2) years professional experience.

*Education:* Should have a Bachelor's degree in engineering or science; or an Associate's degree and/or two years of satisfactory study at an accredited college, or a Certificate from an accredited college or

technical school, e.g., computer programming, and four (4) years experience. A Master's degree in engineering or science can be substituted for the required two (2) years of specific experience.

Offeror should provide a presentation of personnel proposed for the key labor categories described above. The proposed personnel shall be presented as follows:

Resumes shall be presented for all key labor categories described. Personnel resumes submitted by the offeror must reflect the necessary qualification and experience as described in the labor category descriptions above and represent the offeror's capability to perform task orders issued under the scope of work contained in Section C.

Offeror shall provide a chart, in tabular form, listing the following information for all personnel whose resumes are submitted.

- Name
- Proposed Labor Category
- Employer
- Contingency hire (Yes/No?)
- Consultant (Yes/No?)
- Availability for this contract (full time/part time?)

Because of the importance of the technical programs involved, it is essential to the accomplishment of the work involved that high technical skills be employed. Therefore, the technical skills possessed by an individual rather than the hourly rates quoted shall be a primary factor in the selection of personnel by the contractor to complete assigned task orders.

NON-KEY PERSONNEL (Desired Personnel Qualifications) - Labor Category and Description of Qualifications:

Technical Aide

*Specific Experience:* Should have two (2) years experience in data logging, data reduction by hand calculation or desk calculator, and plotting and charting of such data.

*Education:* Should have a high school diploma. An Associate's degree or a Certificate from an accredited college or technical school may be substituted for the required two (2) years experience.

A resume is not required for the non-key category personnel. However, the offeror must state in its proposal whether it has technical aides available to work on the contract who are cleared to the SECRET level and who meet the education and experience stated in Section L.

**III. Corporate Experience** – Offeror should provide a description of prior related work and capability in support of Navy R&D and Engineering programs as specified in Section C within the last 3 years, summarized as follows:

1. Part I - Provide a chart, in tabular form, listing the following information:

- ? Contracting activity and address
- ? Contract number
- ? Type of contract
- ? Period of performance
- ? Dollar value of contract
- ? Procuring Contracting Officer's name and telephone number
- ? Contracting Officer's Technical Representative's name and telephone number

2. Part II – Provide a narrative input on each contract cited in Part I. The narrative shall include a brief technical description of the scope of work, relevancy of the contract to this proposed contract, synopsis of quality of products delivered, delivery schedule performance, and cost/price performance.

**IV. Past Performance** - Offerors should provide a list identifying all contracts for which Government Contract Performance Assessment Reporting System (CPARS) evaluations have been conducted. The Government may also review other relevant past performance information from sources other than those identified by the offeror. General trends in a contractor's performance will also be considered. Additionally, when subcontractors are proposed to perform significant parts of the effort, their past performance may also be evaluated.

Firms that lack relevant past performance history shall receive a neutral evaluation.

The areas to be evaluated will be: Customer Satisfaction; Contract Compliance; Quality of Performance; Schedule Adherence; Cost Control; and Compliance with 52.219-8, "Utilization of Small Business Concerns" and 52.219-9 "Small Business Subcontracting Plan". Therefore the proposal should address all six areas of past performance.

(Note: 52.219-8 applies to ALL offerors, including small business offerors and 52.219-9 applies ONLY to large business offerors.)

**V. Facilities and Equipment** - Offeror should provide a description of the facilities and equipment which will be available to support this proposed contract. Offeror shall address the availability of sufficient Microsoft compatible hardware and software for document processing, project management, database development and management, financial summary manipulation, and graphics.

**VI. Management Approach** - Offeror should provide a Management Approach addressing the following:

- ? An organizational structure adequate for management and control of the work to be performed, including the methods by which source documentation will be protected and controlled.
  - ? Direct lines of communication between working levels and top management, as well as between the offeror's corporate structure and the NSWCCD management structure such that potential problems (early detection) can be averted through quick response by offeror's management (resolution).
  - ? Effective quality control of contract performance including the adequacy of the organizational structure that will be followed during contract execution and whether it includes the proposed lines of responsibility, authority, and communication through which the contract as a whole and individual delivery orders will be managed and how personnel will be assigned from task order to task order throughout the contractual period.

## **6. Cost Proposal -**

a. An offer is presumed to represent an offeror's best efforts to respond to the solicitation.

(1) Any inconsistency, whether real or apparent, between promised performance and cost or price, should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost or price should be explained; or, if a business policy decision has been made to absorb a portion of the estimated cost, that should be stated in the proposal.

(2) Any significant inconsistency, if unexplained, raises a fundamental issue of



the understanding of the nature and scope of the work required and of the offeror's financial ability to perform the contract, and may be grounds for rejection of the offer.

- b. The burden of proof as to cost credibility rests with the offeror.

**SECTION M Evaluation Factors for Award****CLAUSES INCORPORATED BY FULL TEXT****CAR-M02 AGENCY SPECIFIC PROVISION - EVALUATION OF PROPOSALS (AUG 1999) (NSWCCD)****Mandatory Requirements****Security Requirements**

Performance of the work requires access to Secret information and a secure facility for storage of Secret information. Therefore, the offeror must have personnel cleared to the Secret level and must have been granted a SECRET facility clearance and have the capability to store material classified up to and including SECRET.

If an offeror does not have personnel with SECRET clearances and a SECRET facility clearance or cannot demonstrate the ability to obtain a SECRET clearance with its proposal, that offeror may be determined unacceptable and may not be further evaluated. Accordingly, the existence of clearances should be discussed in the cover letter to the proposal.

**Proximity to NSWCCD**

Performance of work requires frequent interchange with NWSCCD technical personnel for the purpose of transmitting and discussing classified, technical information. Therefore, the offeror shall have a facility, cleared to the Secret level, within 50 miles or 60 minutes from NWSCCD, Bethesda, MD. Offerors who cannot meet this requirement may be determined unacceptable and may not be further evaluated. Accordingly this issue should also be discussed in the cover letter to the proposal.

Offerors who meet the above stated mandatory requirements will then be evaluated as follows:

**GREATEST VALUE EVALUATION****1. Technical Evaluation**

a. General. Careful, full and impartial consideration will be given to all offers received in response to this solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated (e.g., Technical/Management and Cost) are set forth below and parallel the RFP response called for elsewhere herein.

(1) Initial Evaluation of Offers. An evaluation plan has been established to evaluate the factors set forth below. All offers received will be evaluated by a team of Government personnel in accordance with that plan. The following evaluation approach will be used:

(a) Technical/Management. This factor will receive a point score rating along with a narrative description. The sum of the evaluation factors will form a technical merit rating.

(b) Cost. The cost proposal will be evaluated for magnitude and cost realism.

(2) In accordance with Section L, provision FAR 52.215-1, "Instructions to Offerors-Competitive Acquisitions," it is the Government's intent to make award on the basis of initial offers received without discussions.

After evaluations are completed, if award cannot be made on the basis of initial offers, discussions may be conducted (if necessary) only with those offerors who have the most highly rated proposals. Consequently, a proposal submitted in response to the solicitation should reflect the offeror's best product in terms of technical content and cost realism and reasonableness.

(3) **Competitive Range:** If award cannot be made on the basis of initial offers received and discussions must be conducted, the contracting officer will make the determination as to which offers are in the "Competitive Range." The competitive range shall be determined on the basis of the merit ratings and the proposed cost to the Government, and shall include those offerors who have the most highly rated proposals. The initial number of offers considered as being within the competitive range may be reduced when, as a result of the written or oral discussions, any such offer has been determined to no longer have a reasonable chance of being selected for award.

(4) **Discussion/Final Proposal Revisions:** All offerors selected to participate in discussions shall be advised of deficiencies in their offer, and shall be offered a reasonable opportunity to correct or resolve the deficiencies and to submit such price or cost, technical or other revisions to their offer that may result from the discussions. At the conclusion of discussions, a final common cut-off date, which allows a reasonable opportunity for submission of written "final proposal revisions", shall be established, and those offerors selected to remain in the competitive range will be notified to submit final proposal revisions.

(5) **Final Evaluation of Offers.** The initial evaluation of the offers within the Competitive Range may be revised in light of any additional information/data provided during subsequent discussion and/or furnished with a "Final Proposal Revision"

b. **Basis for award of a contract as a result of this Request for Proposals (RFP)** will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and their importance as indicated below. Ultimately, the source selection decision will take into account the contractor's capability to meet the requirements of this solicitation on a timely and cost effective basis with award being made to the offeror whose proposal is considered to provide the best value to the Government. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract in the Government's best interest. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror, or other than the offeror with the highest technical rating. Although cost is the least important evaluation factor, it will not be ignored. The degree of importance of the cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based, or when the cost is so significantly high as to diminish the value of the technical superiority to the Government.

(1) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered. The evaluation point scores of individual Technical/Management factors will be combined to form a merit rating. Cost proposals will be evaluated for magnitude and realism to determine the probable cost to the Government.

The Technical/Management factor is considered to be significantly more important than the probable cost. The Contracting Officer, in making an integrated assessment of the results of the evaluation of the factors herein, will give due consideration to the relative order of importance of technical/management factors as set forth below.

(2) **Degree of Relative Importance assigned to the major evaluation factors:** The Technical/Management Factor is more important than Cost. The offeror's proposal shall contain a response to each of the areas identified in the provisions in Section L entitled "Technical/Management Proposals" and "Cost Proposals". Each element listed below is listed in descending order of importance. Factor I is more important than Factor II. Factor II is more important than Factors III and IV, which are of equal importance. Factors V and VI, which are of equal importance, are less important than all other Factors.

#### I. Technical Understanding/Approach to Statement of Work (SOW)

- and Sample Tasks
- II. Personnel
- III. Corporate Experience
- IV. Past Performance
- V. Facilities and Equipment
- VI. Management Approach

**I. Technical Understanding/Approach to SOW, Sample Task #1 and Sample Task #2** are all equal in importance. (The offeror should not propose studies in response to the sample tasks, but rather a detailed technical report addressing methodologies and/or recommendations that meet task requirements.)

Evaluation for this section will be as follows:

(a) How well the offeror demonstrates a clear understanding of the scope of work described in Section C and their demonstrated ability to perform task orders within the scope of work.

(b) For each sample task, how well the offeror sets forth its technical approach (including feasibility and soundness of approach) to the sample tasks addressing each of the following areas:

- ? Detailed description of the technical approach including a detailed step-by-step procedure and methodology, which would be used in accomplishing each task.
  - ? Description of the possible areas to be investigated in researching each task
  - ? Manhours by labor category, but not cost.
  - ? Product outline describing what the expected deliverable(s) and/or result(s) of each task would be.
  - ? Identification of additional information that would be required to perform each task, including the need for materials and subcontracting support.

**II. Personnel** – The offeror will be evaluated on the adequacy of key personnel proposed, how well the resumes of offeror's proposed personnel meet or exceed or otherwise satisfy the requirements for the labor categories identified in Section L, how well the offeror demonstrates prior related experience directly relevant to the type of work covered under these requirements and, whether adequate assurance is provided, that the personnel proposed will be available to work on the contract.

The key personnel categories are listed in Section L in descending order of importance. Each resume submitted will be scored on the basis of the areas of specific experience, additional requirements, and/or education which are also listed in descending order of importance. Within each labor category, each resume score will be multiplied by the ratio obtained by dividing the hours proposed for that resume by the total hours required for that category, thereby developing a resume score proportioned to the hours proposed. The proportioned resume scores for a particular category will then be averaged to come up with an overall average score for the category.

**III. Corporate Experience** – For corporate experience, evaluation will be on the adequacy of the offeror's proposed background experience (within the past 3 years) and capabilities in support of Navy programs as specified in Section C and provided as follows:

1. Part I – Chart provided, in tabular form, listing the following information:
  - ? Contracting activity and address
  - ? Contract number

- ? Type of contract
- ? Period of performance
- ? Dollar value of contract
- ? Procuring Contracting Officer's name and telephone number
- ? Contracting Officer's Technical Representative's name and telephone number

2. Part II – Narrative input provided on each contract cited in Part I and the brief technical description of the scope of work, relevancy of this contract to this proposed contract, synopsis of quality of products delivered, delivery schedule performance, and cost/price performance.

**IV. Past Performance** - Past performance will be evaluated using the Government Contract Performance Assessment Reporting System (CPARS). The Government may also review other relevant past performance information from sources other than those identified by the offeror. General trends in a contractor's performance will also be considered. Additionally, when subcontractors are proposed to perform significant parts of the effort, their past performance may also be evaluated.

Firms that lack relevant past performance history shall receive a neutral evaluation.

The areas to be evaluated will be:

- ? Customer Satisfaction
- ? Contract Compliance
- ? Quality of Performance
- ? Schedule Adherence
- ? Cost Control
- ? Compliance with 52.219-8, "Utilization of Small Business Concerns" and 52.219-9, "Small Business Subcontracting Plan"

**V. Facilities and Equipment** – The offeror will be evaluated on the adequacy of its facilities and equipment, which will be available to support this proposed contract. Offeror will be evaluated on whether it has sufficient Microsoft compatible hardware and software for document processing, project management, database development and management, financial summary manipulation, and graphics.

**VI. Management Approach** - The offeror will be evaluated on the following:

Degree to which the proposal presents an organizational structure adequate for management and control of the work to be performed including the offeror's methods for early identification and resolution of problems and the methods by which source documentation will be protected and controlled.

Degree to which the proposal illustrates direct lines of responsibility, authority, and communication between working levels and top management, as well as between the offeror's corporate structure and the NSWCCD management structure such that potential problems can be averted through quick response by offeror's management.

Degree to which the proposal provides for effective quality control of contract performance including procedures for assignment of personnel to task orders as they are issued and how well personnel will be assigned from task order to task order throughout the contractual period

2. Cost Evaluation - The cost proposal shall be evaluated for realism to determine the overall probable cost to the Government in fulfilling all of the requirements under this RFP.

(a) In evaluating offers, the contracting officer will perform a cost realism evaluation; a summary level review of the cost portion of the offeror's proposal. The purpose of the evaluation is to (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or

risk that the offeror will provide the supplies or services for the offered costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the work effort included in the technical proposal. Proposed costs may be adjusted, for purposes of evaluation, based on the results of the cost realism analysis.

(b) Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score.

(c) The importance of cost as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors.

(d) If an offeror fails to identify, as part of its proposal, an indirect cost rate that would otherwise be applicable to one of the support and subcontract cost items, it shall not be allowed to invoice for that indirect rate after award since the evaluation of its offer did not include that rate.

(e) Evaluation of Indirect Rates Applicable to Support Costs:

(1) The determination of the magnitude of the cost proposal will be based on adding all proposed costs for CLIN 0001 plus support costs. It is intended to reimburse support costs on the basis of actual reasonable and allowable costs incurred plus G&A only (no fee) under individual task orders. Therefore, for evaluation purposes, the Government will add the offeror's proposed G&A rate to NTE amounts specified for support and subcontract costs.

(2) If the offeror's DCAA approved accounting system includes the application of any other indirect cost rates (in addition to G&A) to the support cost items, those rates shall be identified in the proposal and will also be added to the respective NTE amount specified for purposes of evaluation. An example would be when the offeror's approved accounting system includes application of material handling to direct material costs and then application of a G&A rate to the subtotal of direct materials plus the material handling.

(3) Notwithstanding the fact that the Government will add proposed indirect cost rates to the support and subcontract cost NTE amounts specified, it will do so for realism evaluation purposes only and will not actually change the NTE amount at time of award. Rather, the contract will indicate that the NTE amounts are inclusive of G&A and/or whatever other indirect rates the offeror has identified in its proposal, and which were considered in the evaluation of that offer.

(4) If the proposed labor or indirect rates (prime contractor or subcontractor) are not consistent with DCAA information for that offeror, the proposed rates may be adjusted for realism when applied for evaluation purposes. Furthermore, the offeror must explain differences between the proposed labor and indirect rates if recognized that they are not consistent with the current DCAA information.